BILL NO. S-87-07-27

SPECIAL ORDINANCE NO. S-205-87

AN ORDINANCE approving Contract for Res. 452-87 - South Park Drive Drainage Improvement, between Land Excavating, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 452-87 - South Park Drive Drainage Improvement, by and between Land Excavating, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

STORM SEWER: Beginning at an existing 36 x 48 culvert located 190± LF east of, and 30± LF north of the center line intersection of Old Decatur Road and Paulding Road. Thence northerly 207± LF, thence north 363± LF and the end of the storm sewer. Said sewer shall be 27" in diameter.

DITCH CHANNEL: Beginning at an existing ditch channel located 190± LF east of and 30± LF north of the centerline intersection of Old Decatur Road and Paulding Road thence northerly 207± LF, thence north 363± LF, thence northerly 140± LF, thence northwest 220± LF, thence west 145± LF to an existing 24" drainage culvert and the end of the ditch channel.

ALTERNATE: Beginning at the intersection of Southern Court and Belmont, thence northerly 300± LF to a proposed inlet, thence east 50± LF to a proposed inlet, thence north 50± LF to a proposed inlet and the end of the alternate storm sewer. Said storm sewer shall be 15" in diameter.

the Contract price is Sixty-Nine Thousand One Hundred Nineteen and 25/100 Dollars ($69,119.25), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated

herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 7-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. G-20-87 on the 28th day of July, 19 87,

ATTEST: (SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of July, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of July, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: SOUTH PARK DRIVE DRAINAGE IMPROVEMENT Contract No. 452-1987

CONTENTS

Resolution No. 452-1987

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications
X	NA/1	Notice of Award

ATTACHMENTS

X		Project Plans Drawing # SY- 11190
X		General Specifications and Conditions
X		Detail Standard Construction Standards
		WPCE Department, City of Port Wayne
X	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form
X	AP/1	Apartheid Policy

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS ____%	20 CALENDAR DAYS ____%	30 CALENDAR DAYS ____%	OTHER ____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. ?	Date

****

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Braun

Its Jack Braun, President

Offer Date June 24, 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF PORT WAYNE
Board of Public Works & Safety

Rosetta R. [illegible]

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD Date 7-1-87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland & Sons Trucking	721 Leesburg Rd. Fort Wayne, IN	
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.	P.O. Box 161; LaOtto, IN 46763	
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc. Contractor _____

By Jack Braun By _____

Its Jack Braun, President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____

_____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

To date we have been able to meet our goal and will continue to strive to do so

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/~~will~~ not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

SOUTH PARK DRAINAGE IMPROVEMENT
RESOLUTION 452-1987

All work will be performed in accordance with: Resolution 452-1987, Instructions to Bidders, Bond forms, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF $51,543.50 (If the unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this Agreement and the contractor agrees that it will complete the project herein defined on or before one hundred twenty (120) days after issuance of Notice to Proceed.

The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day for each and every day after 90 days after issuance of notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to damages which would be incurred by the City of Fort Wayne. The parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 24 day of June, 1987.

Name of Corporation: Land Excavating, Inc.

By: Jack Braun

ATTEST:

Steve Elonzo

SCHEDULE OF ITEMS

DATE 06/05/87

PROJECT NAME: South Park Drainage Improvement - Resolution 452-1987

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	27" RCP Class III With Mastic	570± LF	45.85	26,134 50
2	Type I-A Manhole	1± EA	1,000.00	1,000 00
3	Concrete Headwall	1± EA	1,150.00	1,150 00
4	Special Structure	1± EA	1,350.00	1,350 00
5	Brush and Tree Removal	Lump Sum	1,000.00	1,000 00
6	Tree Replacement	Lump Sum	1,000.00	1,000 00
7	Regrade Ditch	1,120± LF	7.00	7,840 00
8	Double Chip and Seal	40± SY	5.00	200 00
9	Remove existing pipe and headwalls	Lump Sum	500.00	500 00
10	Special Backfill	200± CY	7.00	1,400 00
11	Seed, Mulch, Fertilizer, inc. top soil	6,250± SY	.60	3,750 00
12	Sod for Ditch bottom	1,120± SY	2.70	3,024 00
13	Remove 18" pipe and headwall	Lump Sum	900.00	900 00
14	Concrete Walk Replacement	15± SY	25.00	375 00
15	Base Stabilization	20± Ton	11.00	220 00
16	Remove and Replace fence	240± LF	5.00	1,200 00
17	Field Tile Replacement	100± LF	5.00	500 00

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Participating Member of Fort Wayne AREa Plan
2. (Union Contractor)
3. Federal Register
4. Percentage Participation Goal Statement

_____%

Total Cosntruction Costs $ 51,543 50

SCHEDULE OF ITEMS

DATE 06/05/87

PROJECT NAME: South Park Drainage Improvement - "ALTERNATE" (Southern Avenue)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	15" RCP Class III	385± LF	19.95	7,680.75
2	12" RCP Class IV	100± LF	17.95	1,795.00
3	Type I-G Manhole	2± EA	1,000.00	2,000.00
4	Type I-G Inlet	2± EA	480.00	960.00
5	Type I-C Inlet	1± EA	520.00	520.00
6	Metal End Section	1± EA	70.00	70.00
7	Rip rap	2± Ton	15.0	30.00
8	Regrade and improve exisitng side ditch	800± LF	2.00	1,600.00
9	Special Backfill	70± CY	7.00	490.00
10	CFW Seed, Mulch, inc. topsoil	2,800± SY	.60	1,680.00
11	Double chip and seal	100± SY	5.00	500.00
12	6" Concrete Curb	10± LF	20.00	200.00
13	Abandon catch basin	1± EA	50.00	50.00

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Participating Member of Fort Wayne Area Plan
2. (Union Contractor)
3. Federal REgister
4. Percentage Participation Goal Statement

_____%

TOTAL CONSTRUCTION COST $ 17,575.75

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun,President

Land Excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 24 day of June, 198 7.

My Commision Expires:

April 28, 1990

Jack Braun
Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

****

Subscribed and sworn to before me by _____ this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President

_____, of Land Excavating, Inc.

Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 198 7, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 6-24-87

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 24 day of June, 198 7.

Jack Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1987

BID TAB DATE: June 25, 1987

PROJ: SOUTH PARK DRAINAGE IMPROVEMENT RES. NO: 452-1987

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: LAND, INC. UNIT COST ($)	LAND, INC. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: BERDOT, INC. UNIT COST ($)	BERDOT, INC. AMOUNT ($)
1	27" R.C.P. CLASS III W/MASTIC	570	LF	45.00	25650.00	45.85	26134.50	36.58	20850.60	35.00	19950.00
2	TYPE I-A MANHOLE	1	EA	1000.00	1000.00	1000.00	1000.00	975.00	975.00	1000.00	1000.00
3	CONCRETE HEADWALL	1	EA	1200.00	1200.00	1150.00	1150.00	1584.00	1584.00	1800.00	1800.00
4	SPECIAL STRUCTURE	1	EA	2000.00	2000.00	1350.00	1350.00	2112.00	2112.00	3200.00	3200.00
5	BRUSH AND TREE REMOVAL	1	LS	1500.00	1500.00	1000.00	1000.00	4900.00	4900.00	7000.00	7000.00
6	TREE REPLACEMENT	1	LS	500.00	500.00	1000.00	1000.00	3277.50	3277.50	2000.00	2000.00
7	REGRADE DITCH	1120	LF	16.00	17920.00	7.00	7840.00	7.76	8691.20	10.00	11200.00
8	DOUBLE CHIP AND SEAL	40	SY	2.00	80.00	5.00	200.00	5.18	207.20	30.00	1200.00
9	REMOVE EXISTING PIPE AND HEADWALLS	1	LS	1000.00	1000.00	500.00	500.00	1525.00	1525.00	1200.00	1200.00
10	SPECIAL BACKFILL	200	CY	10.00	2000.00	7.00	1400.00	20.00	4000.00	15.00	3000.00
11	SEED,MULCH,FERTILIZER,INC. TOPSOIL	6250	SY	0.75	4687.50	0.60	3750.00	0.70	4375.00	1.00	6250.00
12	SOD FOR DITCH BOTTOM	1120	SY	2.75	3080.00	2.70	3024.00	3.75	4200.00	3.00	3360.00
13	REMOVE 18" PIPE AND HEADWALL	1	LS	1000.00	1000.00	900.00	900.00	1565.00	1565.00	2600.00	2600.00
14	CONCRETE WALK REPLACEMENT	15	SY	15.00	225.00	25.00	375.00	20.00	300.00	30.00	450.00
15	BASE STABILIZATION	20	TN	10.00	200.00	11.00	220.00	29.00	580.00	20.00	400.00
16	REMOVE AND REPLACE FENCE	240	LF	2.00	480.00	5.00	1200.00	5.75	1380.00	5.00	1200.00
17	FIELD TILE REPLACEMENT	100	LF	2.00	200.00	5.00	500.00	11.50	1150.00	20.00	2000.00
				TOTAL:	$62,722.50	TOTAL:	$51,543.50	TOTAL:	$61,672.50	TOTAL:	$67,210.00
						% over	0.00%	% over	0.00%	% over	7.50%
						% under	17.82%	% under	1.67%	% under	0.00%

BID TAB DATE: JUNE 25, 1987

PROJ: SOUTH PARK DRAINAGE IMPR. ALT. (SOUTHERN AVE.) RES. NO: 452-1987

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: LAND, INC. UNIT COST ($)	LAND, INC. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: BERCOT, INC. UNIT COST ($)	BERCOT, INC. AMOUNT ($)
1	15" R.C.P. CLASS III	385	LF	25.00	9625.00	19.95	7680.75	27.68	10656.80	20.00	7700.00
2	12" R.C.P. CLASS IV	100	LF	22.00	2200.00	17.95	1795.00	25.63	2563.00	18.00	1800.00
3	TYPE I-S MANHOLE	2	EA	1000.00	2000.00	1000.00	2000.00	1100.00	2200.00	1000.00	2000.00
4	TYPE I-S INLET	2	EA	750.00	1500.00	480.00	960.00	580.80	1161.60	750.00	1500.00
5	TYPE I-C INLET	1	EA	750.00	750.00	520.00	520.00	612.00	612.00	750.00	750.00
6	METAL END SECTION	1	EA	200.00	200.00	70.00	70.00	336.60	336.60	150.00	150.00
7	RIP RAP	2	TN	10.00	20.00	15.00	30.00	24.00	48.00	50.00	100.00
8	REGRADE & IMPROVE EXIS. SIDE DITCH	800	LF	5.00	4000.00	2.00	1600.00	4.95	3960.00	3.00	2400.00
9	SPECIAL BACKFILL	70	CY	10.00	700.00	7.00	490.00	20.00	1400.00	15.00	1050.00
10	CFW SEED, MULCH, INC. TOPSOIL	2800	SY	0.75	2100.00	0.60	1680.00	0.70	1960.00	1.00	2800.00
11	DOUBLE CHIP AND SEAL	100	SY	2.00	200.00	5.00	500.00	5.18	518.00	30.00	3000.00
12	6" CONCRETE CURB	10	LF	10.00	100.00	20.00	200.00	16.50	165.00	40.00	400.00
13	ABANDON CATCH BASIN	1	EA	500.00	500.00	50.00	50.00	396.00	396.00	200.00	200.00
				TOTAL:	$23,895.00	TOTAL:	$17,575.75	TOTAL:	$25,977.00	TOTAL:	$23,850.00
						% over	0.00%	% over	8.01%	% over	0.00%
						% under	26.45%	% under	0.00%	% under	0.19%

RELIANCE INSURANCE COMPANY

HOME OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, THAT WE LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, IN 46763
as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works & Safety
City of Fort Wayne
City-County Building
Fort Wayne, IN
as Obligee, hereinafter called the Obligee, in the sum of 5% of the attached bid----------

---------- Dollars ($----------),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for South Park Drainage Improvements
Resolution #452-1987

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of June A.D. 19 87

Joy Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

Jack Braun
(title) President

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr. Attorney-In-Fact

BDR-2305 Ed.10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

[signature]

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

My Commission Expires:

May 24, 1986

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 24th day of June 19 87

Assistant Secretary [signature]

BDR-1431 Ed. 6/79

HI 77-110-24
5/27/87

SEWER IMPROVEMENT RESOLUTION 452-1986
SOUTH PARK DRAINAGE IMPROVEMENT

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that the construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the south Half (½) of the Southwest Quarter (¼) of Section 24, Township 30 North, Range 12 East, in Allen County, Indiana.

STORM SEWER:

Beginning at an existing 36 x 48 culvert located 190± L.F. east of, and 30± L.F. north of the centerline intersection of Old Decatur Road and Paulding Road. Thence northerly 207± L.F., thence north 363± L.F. and the end of the storm sewer.

Said storm sewer shall be 27" in diameter.

DITCH CHANNEL:

Beginning at an existing ditch channel located 190± L.F. east of and 30± L.F. north of the centerline intersection of Old Decatur Road and Paulding Road thence northerly 207± L.F., thence north 363± L.F., thence northerly 140± L.F., thence northwest 220± L.F., thence west 145± L.F. to an existing 24" drainage culvert and the end of the ditch channel.

ALTERNATE:

Beginning at the intersection of Southern Court and Belmont, thence northerly 300± L.F. to a proposed inlet, thence east 50± L.F. to a proposed inlet, thence north 50± L.F. to a proposed inlet and the end of the alternate storm sewer.

Said storm sewer shall be 15" in diameter.

Total cost of said storm sewer improvement project shall be paid for by funds from the City of Fort Wayne Street Bond II.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 27th day of May, 1987.

BOARD OF PUBLIC WORKS & SAFETY

By: _____
Baron R. Biedenweg, Director

By: Cosette R. Simon
Cosette R. Simon, Director

By: _____
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

1687

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 452-87 South Park Drainage Improvement

DEPARTMENT REQUESTING ORDINANCE The Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 452-87 is for the following:

STORM SEWER: Beginning at an existing 36 x 48 culvert located 190± LF east of, and 30± LF north of the center line intersection of Old Decatur Road and Paulding Road. Thence northerly 207± LF, thence north 363± LF and the end of the storm sewer. Said sewer shall be 27" in diameter.

DITCH CHANNEL: Beginning at an existing ditch channel located 190± LF east of and 30± LF north of the centerline intersection of Old Decatur Road and Paulding Road thence northerly 207± LF, thence north 363± LF, thence northerly 140± LF, thence northwest 220± LF, thence west 145± LF to an existing 24" drainage culvert and the end of the ditch channel.

ALTERNATE: Beginning at the intersection of Southern Court and Belmont, thence northerly 300± LF to a proposed inlet, thence east 50± LF to a proposed inlet, thence north 50± LF to a proposed inlet and the end of the alternate storm sewer. Said storm sewer shall be 15" in diameter.

S-87-07-27

EFFECT OF PASSAGE Improved sewer system in above described locations.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $69,119.25

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-07-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Res. 452-87 - South Park Drive Drainage Improvement, between Land Excavating, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
Thomas C. Henry	THOMAS C. HENRY	
	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 7-28-87

SANDRA E. KENNEDY
CITY CLERK